

REMARKS

Claims 1-7 and 9-36 are pending in this application. By this Amendment, claims 1, 2, 16, 17, 20, 21, 30, 32 and 33 are amended, and claim 8 is canceled.

In particular, claims 1, 2, 16, 17, 20, 21, 30, 32 and 33 are amended to incorporate the subject matter recited in claim 8. Claim 1 is also amended to remove a typographical error, as requested by the Examiner. The Abstract is reprinted with a uniform font and size, as the Examiner requested.

Applicants gratefully acknowledge the indication in the Office Action that claims 5-7 are allowed, and that claims 19 and 34-36 contain allowable subject matter.

Reconsideration of the application is respectfully requested.

Entry of the amendments is proper under 37 CFR §1.116 since the amendments: (a) place the application in condition for allowance (for the reasons discussed herein); (b) do not raise any new issue requiring further search and/or consideration (since the amendments amplify issues previously discussed throughout prosecution); and (c) place the application in better form for appeal, should an appeal be necessary. Entry of the amendments is thus respectfully requested.

Applicants thank Examiners Trammell and Worjloh for the courtesy extended to Applicants' representative, Mr. Luo, during the April 1, 2004 personal interview. The substance of the interview is incorporated in the following remarks.

The Office Action objects to claim 1. Claim 1 is amended to change "book certificate" to "booking certificate," as the Examiner requested. Accordingly, withdrawal of the objection to claim 1 is respectfully requested.

The Office Action objects to the specification. The Abstract is replaced with a reprint having characters of a uniform font and size, as the Examiner requested. Accordingly, withdrawal of the objection to the specification is respectfully requested.

The Office Action rejects claims 1-3, 8, 20-24, 29, 30 and 33 under 35 U.S.C. §102(e) over U.S. Publication No. 2001/0018660 to Sehr. This rejection is moot with respect to the canceled claim 8, and is respectfully traversed with respect to claims 1-3, 20-24, 29, 30 and 33.

The Office Action asserts that Sehr discloses all elements recited in claims 1-3, 20-24, 29, 30 and 33. Applicants respectfully submit that Sehr does not disclose that the verification information is a public key and the booking certificate is prepared by using the private key, as recited in claims 1-3, 20-24, 29, 30 and 33.

As discussed during the interview, Sehr discloses a visitor card 11 for visitors to gain admittance to an event, request various services, and pay for purchase of goods and services. See Fig. 1 and paragraph [0035]. Public key technology can be implemented, so that the public key and the private key can be used for secure information exchange with and for authentication of the visitor card. See paragraph [0115]. Sehr discloses using the public key technology for security and authentication of the visitor card, but does not disclose or suggest a booking certificate that is prepared by using the private key.

The Office Action asserts that Sehr discloses a booking certificate that is prepared by using the private key in paragraphs [0115]-[0117]. Applicants respectfully submit that, as discussed above, paragraph [0115] merely discloses that the private key is used for secure information exchange with and for authentication of the visitor card. Paragraph [0116] merely discloses that the public key technology can be used to store the public key certificate in the visitor card as a digital signature to unlock or unscramble certified data or information. Paragraph [0117] merely discloses that the public key certificate can be used to confirm the identities of visitors and service providers involved in card-based transactions. None of paragraphs [0115]-[0117] disclose or suggest a booking certificate that is prepared by using the private key.

For at least the above reasons, Sehr does not disclose each and every element recited in claims 1-3, 20-24, 29, 30 and 33. Thus, Sehr does not disclose or suggest the subject matter recited in claims 1-3, 20-24, 29, 30 and 33. Accordingly, withdrawal of the rejection of claims 1-3, 8, 20-24, 29, 30 and 33 under 35 U.S.C. §102(e) is respectfully requested.

The Office Action rejects claim 4 under 35 U.S.C. §103(a) over Sehr in view of U.S. Patent No. 6,189,146 to Misra et al. This rejection is respectfully traversed.

As discussed during the interview, Misra discloses issuing computer software licenses as digital certificates that can be distributed in one-to-one correlation with individual client computers and traced to an issuing authority. See col. 2, lines 16-21. Nowhere does Misra disclose or suggest a booking certificate that is prepared by using a private key. Therefore, Misra does not supply the subject matter discussed above as lacking in Sehr. Thus, Sehr and Misra, either individually or in combination, do not disclose or suggest the subject matter recited in claim 2, and claim 4 depending therefrom. Accordingly, withdrawal of the rejection of claim 4 under 35 U.S.C. §103(a) is respectfully requested.

The Office Action rejects claims 9-12, 14, 15, 25, 26 and 31 under 35 U.S.C. §103(a) over Sehr in view of U.S. Publication No. 2001/0011255 to Asay et al. This rejection is respectfully traversed.

The Office Action admits that Sehr does not disclose or suggest preparing a second request for a booking certificate based on the received first request, but asserts that Asay discloses this feature in paragraph [0060]. Applicants respectfully submit that Sehr and Asay, either individually or in combination, do not disclose or suggest preparing a second request for booking certificate based on the receipt of first request, as recited in claims 9-12, 14, 15, 25, 26 and 31.

As discussed during the interview, Asay discloses a reliance server connected to a certification authority. See paragraph [0060]. The certification authority issues a primary

certificate to a subscriber. Upon a request from a relying party who intends to rely on the primary certificate, the reliance server issues a secondary certificate to the relying party. See paragraph [0060]. Asay discloses primary and secondary certificates, but does not disclose or suggest first and second requests, much less a second request for a booking certificate prepared based on the received first request. Therefore, Asay does not supply the subject matter admitted in the Office Action as lacking in Sehr.

For at least the above reasons, Sehr and Asay, either individually or in combination, do not disclose or suggest the subject matter recited in claims 9-12, 14, 15, 25, 26 and 31. Accordingly, withdrawal of the rejection of claims 9-12, 14, 15, 25, 26 and 31 under 35 U.S.C. §103(a) is respectfully requested.

The Office Action rejects claim 13 under 35 U.S.C. §103(a) over Sehr and Asay in view of Misra. This rejection is respectfully traversed.

As discussed above, Misra discloses issuing computer software licenses as digital certificates that can be distributed in one-to-one correlation with individual client computers and traced to an issuing authority. See col. 2, lines 16-21. Nowhere does Misra disclose or suggest a second request for a booking certificate prepared based on the received first request. Thus, Misra does not supply the subject matter lacking in Sehr and Asay.

For at least the above reasons, Sehr, Asay and Misra, either individually or in combination, do not disclose or suggest the subject matter recited in claim 10, and claim 13 depending therefrom. Accordingly, withdrawal of the rejection of claim 13 under 35 U.S.C. §103(a) is respectfully requested.

The Office Action rejects claims 16-18 under 35 U.S.C. §103(a) over Misra. This rejection is respectfully traversed.

The Office Action asserts that Misra discloses or suggests the subject matter recited in claims 16-18. Applicants respectfully submit that Misra does not disclose or suggest a

booking certificate that is prepared by using a private key of a public key pair, as recited in claims 16-18.

As discussed during the interview, Misra discloses certifying a trusted organization to distribute a software license 108 to a client. See Fig. 3 and col. 6, lines 21-64. The license 108 is prepared before it is encrypted with a private key. See col. 6, line 65 - col. 7, line 20. Therefore, the preparation of the license is independent of the encryption with the private key. Furthermore, as is known, encrypting a license merely places the license in a different format. It does not change the content of the license. Thus, it does not change the license as originally prepared.

In view of the above, Misra discloses using a private key to encrypt a license, but does not disclose or suggest a booking certificate that is prepared by using a private key of a public key pair. Therefore, Misra does not disclose or suggest the subject matter recited in claims 16-18. Accordingly, withdrawal of the rejection of claims 16-18 under 35 U.S.C. §103(a) is respectfully requested.

The Office Action rejects claims 27 and 28 under 35 U.S.C. §103(a) over Misra in view of Sehr. This rejection is respectfully traversed.

As discussed above, none of Misra and Sehr disclose or suggest a booking certificate that is prepared by using a private key of a public key pair, as recited in claim 17. Therefore, Misra and Sehr, either individually or in combination, do not disclose or suggest the subject matter recited in claim 17, and claims 27 and 28 depending therefrom. Withdrawal of the rejection of claims 27 and 28 under 35 U.S.C. §103(a) is respectfully requested.

The Office Action rejects claim 32 under 35 U.S.C. §103(a) over Sehr in view of Misra. This rejection is respectfully traversed.

As discussed above, Sehr and Misra, either individually or in combination, do not disclose or suggest a booking certificate that is prepared by using a private key of a public key

pair, as recited in claim 32. Therefore, Sehr and Misra do not disclose or suggest the subject matter recited in claim 32. Accordingly, withdrawal of the rejection of claim 32 under 35 U.S.C. §103(a) is respectfully requested.

The Office Action objects to claims 19 and 34-36. Applicants respectfully submit that claims 19 and 34-36 are each patentable at least in view of the patentability of claims 2 and 17 from which they depend, as well as for the additional features they recite. Accordingly, withdrawal of the objection to claims 19 and 34-36 is respectfully requested.

In view of the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable reconsideration and prompt allowance of claims 1-7 and 9-36 are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number set forth below.

Respectfully submitted,



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Attachment:
Replacement Abstract

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ABSTRACT OF THE DISCLOSURE

Booking vendors are to be enabled to issue booking certificates without having to consume their own resources. Advance booking is made and sent to a retailer from a consumer terminal via the Internet. The retailer requests a booking certificate issuing center to issue a booking certificate associated with the product or the booking party, and receives the booking certificate issued from the booking certificate issuing center. The consumer terminal receives the booking certificate from the retailer via the Internet, and uses it to have itself verified to be the legitimate booking party by a verifying apparatus associated with a provider. The booking party can receive the supply of the booked product or service if its booking certificate is successfully verified.